



Belvedere:

Jerry Butler

June 23, 2005

Corte Madera:

Melissa Gill

TO: Transportation Authority of Marin Commissioners

Fairfax:

Lew Tremaine

RE: Professional Services Contract with the Parisi Associates team to manage and implement the Safe Routes to School program

Larkspur:

Joan Lundstrom

Dear Commissioners:

Mill Valley:

Dick Swanson

In April 2005, TAM released a Request for Proposals (RFP) from qualified consultants to manage and implement the Safe Routes to School (SR2S) program. One proposal was received from Parisi Associates. The proposal was reviewed by a selection panel comprised of staff members from the County of Marin, the Marin County Office of Education, and the City of San Rafael. The panel evaluated the written proposal and held an interview on June 3, 2005. Based on overall qualifications, understanding of the SR2S program, and the interview, the review panel recommended that the consulting team lead by Parisi Associates manage and implement the program.

Novato:

Pat Eklund

Ross:

Jeanne Barr

Scope of Services

San Anselmo:

Peter Breen

The scope of work provides continued implementation of the SR2S program at schools currently participating in the program and outreach to all eligible schools in the County. The scope also includes development of Safe Routes to School Plans for participating schools that will provide recommendations for improvements. The scope addresses the concerns of the Commission regarding accountability of the SR2S consultant and the need for performance measures to determine the success of the program over time. It also requires that the consultant provide monthly progress reports describing the program activities and prepare an annual program evaluation. A detailed scope of services is included as Exhibit A to the attached contract.

San Rafael:

Al Boro

Sausalito:

Amy Belser

Tiburon:

Alice Fredericks

County of Marin:

Susan Adams

Hal Brown

Steve Kinsey

Charles McGlashan

Cynthia Murray

Budget

This contract provides funding for the consulting team that includes Parisi Associates, Nelson\Nygaard, Alta Planning and Design and the Marin County Bicycle Coalition. Funding for the SR2S program is included in the Expenditure Plan.

Schedule

The consultant contract will be for a two-year period with services commencing on July 1, 2005. An opportunity for an annual extension after that period of time is included in the contract.

Recommendation

Staff recommends that TAM authorize the Chair to execute the Professional Services Contract with the Parisi Associates to provide management and implementation of the Safe Routes to School program for the amount not-to-exceed \$900,000.

Respectfully Submitted,

Craig Tackabery
Executive Director

Attachment:

Professional Services Contract with Parisi Associates.

**TRANSPORTATION AUTHORITY OF MARIN
STANDARD SHORT FORM CONTRACT**

THIS AGREEMENT is made and entered into this 23rd day of June 2005 by and between the TRANSPORTATION AUTHORITY OF MARIN, hereinafter referred to as "TAM" and Parisi Associates, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, TAM desires to retain a person or firm to provide the following services:
A two year contract with an option to renew for one additional year for Management and Implementation of the Safe Routes to School Program; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by TAM, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

TAM agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule, which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the contract. Contractor shall provide TAM with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO TAM:

In no event will the cost to TAM for the services to be provided herein exceed the maximum sum of **\$900,000**, including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on July 1, 2005 and shall terminate on June 30, 2007. Time is of the essence with respect to this Contract. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6.

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INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to TAM. The general liability policy shall be endorsed naming the TAM as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to TAM prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to TAM of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the TAM, its employees, officers, and agents, harmless and defend TAM against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. TAM agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, TAM may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). TAM shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

(See sample form: ISO - CG 20 10 11 85).

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "D")**

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "D")**

6.3 WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to TAM prior to commencement of work.

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "D")**

6.4 OTHER INSURANCES

Contractor may be required to carry additional insurance based upon the nature of the work to be performed (scope of services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims-made policies must have a retroactive date either prior to the effective date of the Contract or the beginning

of the Contract work. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of Contract work or end of current Contract, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claims made policy with a retroactive date prior to the Contract effective date, the Contractor must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of Contract work. Contractor shall maintain a policy limit of not less than one million dollars (\$1,000,000) per incident, with a deductible or self-insured retention not to exceed \$2,500 unless approved by TAM.

6.4.a Professional Liability Insurance.....☒ (check box if required)

6.4.b Maritime Insurance.....☐ (check box if required)

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the TAM except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to TAM evidence of same.

1. Nelson\Nygaard Consulting Associates – Program Management and Evaluation
2. Alta Planning + Design – Engineering Services
3. Marin County Bicycle Coalition – Education and Encouragement Programs

9. ASSIGNMENT:

The rights, responsibilities, and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the TAM.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits, which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income, and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this contract. Contractor will permit TAM to audit all books, accounts or records relating to this Contract or all books,

accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at TAM's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from TAM. Contractor shall refund any moneys erroneously charged.

12. TITLE:

It is understood that any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of TAM. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatever, Contractor shall promptly turn over all information, writing and documents to TAM without exception or reservation.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, TAM may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of TAM. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

15. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

16. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to TAM, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold TAM harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

19. CRIMINAL BACKGROUND EXAMINATION

Contractor agrees that TAM shall have the absolute right at its sole discretion and in its sole judgment to reject the persons proposed by Contractor to have face-to-face personal contacts with school children as trainers/instructors in the execution of this agreement. The list of persons who are proposed by Contractor to have face-to-face contacts with schoolchildren shall be provided to County at least 20 days prior to the commencement of the program and must be approved by TAM. Each proposed provider of training/instruction to schoolchildren shall be required, as a condition of their utilization in the performance of this contract, to execute the consent to release of criminal history information, hold harmless, etc. attached hereto as Exhibit "C." Failure of any proposed trainer/instructor to provide a fully executed copy of the referenced consent in Exhibit "C" to the TAM within 15 days prior to the commencement of the program shall be independent grounds for TAM to reject that proposed provider of training to school children. The Contractor must provide the agreed number of trainer/instructors clearing the County's background check no later than five days prior to the commencement of the program. Failure of the Contractor to fully and timely perform the obligations of this provision shall be a material breach of this agreement, and shall excuse the County from further performance in this agreement.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws (including, but not limited to the County of Marin Nuclear Free Zone and Living Wage Ordinance) affecting the services covered by this Contract.

21. NOTICES:

This contract shall be managed and administered on TAM's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to TAM at the following location:

Contract Manager: Craig Tackabery, Executive Director
TRANSPORTATION AUTHORITY OF MARIN
P.O. Box 4186
San Rafael, CA 94913-4186

Telephone No.: (415) 499-6582

Notices shall be given to Contractor at the following address:

Contractor: David Parisi, Principal
Parisi Associates
58 Alta Vista Avenue
Mill Valley, CA 94941

Telephone No.: (415) 388-8978

22. ACKNOWLEDGMENT OF EXHIBITS:

Contractor's Initials

EXHIBIT A	<input type="checkbox"/> <u>Scope of Services (required)</u>
EXHIBIT B	<input type="checkbox"/> <u>Fees and Payment Schedule (required)</u>
EXHIBIT C	<input type="checkbox"/> <u>Consent to Release of Criminal History Information, hold harmless, etc (required)</u>
EXHIBIT D	<input type="checkbox"/> <u>Insurance Reduction/Waiver</u>

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**APPROVED BY
TRANSPORTATION AUTHORITY OF MARIN:**

By: _____
Chair, Steve Kinsey

CONTRACTOR:

By: _____
David Parisi
Parisi Associates
Telephone No.: (415) 388-8978

**TRANSPORTATION AUTHORITY OF MARIN
STANDARD SHORT FORM PERSONAL/PROFESSIONAL SERVICES CONTRACT**

**EXHIBIT A
SCOPE OF SERVICES**

COUNTYWIDE SAFE ROUTES TO SCHOOLS PROGRAM

The Parisi Associates team (Contractor) will provide management and implementation of the Safe Routes to Schools program to the Transportation Authority of Marin (TAM).

The Contractor Team comprises:

Prime:

Parisi Associates

Subcontractors:

1. Nelson\Nygaard Consulting Associates – Program Management & Evaluation
2. Alta Planning + Design – Engineering Program
3. Marin County Bicycle Coalition - Education and Encouragement Program

Scope of Services

The following scope provides an outline of services that are expected to be offered as part of this program. The contract period will be for two years, with the opportunity to be extended for one additional year.

Task 1.A Strategy Meetings

The Contractor will initially meet with TAM to develop the Memorandum of Agreement (MOA). The Contractor will also meet with TAM to review the proposed work plan and make adjustments and refinements, as appropriate. Additionally, the Contractor will meet frequently with a variety of stakeholder groups to determine how the Safe Routes to Schools program is working, how it could be improved and/or expanded to include additional schools throughout the County.

Stakeholders groups include:

- **Parents, parent organizations (i.e. the PTA) and student volunteers involved in the program** at the participating schools.

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- **School Officials** including those at districts which already participate in Safe Routes to Schools activities, and those that do not currently have programs. Both public and private K-12 schools and colleges are included in the Safe Routes to Schools program.
- **Public Works Directors/City Engineers** from the County and each City/Town who meet monthly to discuss common issues. Safe Routes to Schools has a significant impact on Public Works Departments, as recommendations from this program often require changes to infrastructure to provide improvements for enhanced bicycle and pedestrian access.
- **City Managers** from each city/town who meet regularly to discuss items of mutual interest.

Task 1.B Coordinate with TAM and Other TAM Programs

The Transportation Sales Tax (Measure A) Expenditure Plan is organized around four strategies designed to protect the environment and quality of life enjoyed in Marin. The Safe Routes to School program is included in Strategy 4, Reduce school related congestion and provide safer access to schools.

Strategy 4 includes the Crossing Guard program and the funding for Safe Pathways to School. The Contractor will need to coordinate with these two programs and other programs and projects included in the other strategies within the Expenditure Plan. The Crossing Guard program will provide funding for up to 70 intersections throughout Marin County. The Safe Pathways to School program provides capital improvement funds for the Safe Routes to Schools program. The Safe Pathways program will provide funding for the engineering, environmental clearance, and construction of pathways and sidewalk improvements in all Marin County communities. Other fund sources are also expected to be used by local agencies to implement these capital projects.

The Contractor will also coordinate with other County entities, programs and projects, including the Marin County Transit District and the Healthy Communities Network.

Task 2.A Evaluate Existing Programs

Based on information obtained at the initial stakeholders meetings and the Program Evaluations for 2003-04 and 2004-05 (expected in August 2005), the Contractor will conduct an evaluation of the existing Safe Routes to Schools program in Marin County. The evaluation will document the range of services and programs currently offered, as well as those that may be ongoing, independent of this contract. Program cost, oversight, accountability and effectiveness will be examined. For those programs with measurable performance objectives, the Contractor will examine whether or not they have achieved, or are likely to achieve, their targets. For programs without clear objectives, the consultant will work with program leaders to develop appropriate short-range and long-term measures. The Contractor will develop parent surveys to distribute at participating schools to assess the strengths and weaknesses as well as opportunities and obstacles in achieving the success of the program.

Task 2.A Deliverable: Prepare a Technical Memorandum summarizing existing Safe Routes to Schools efforts, an analysis of the parent surveys, an analysis of the effectiveness of these programs and recommendations for changes and/or additions to the program.

Task 2.B Research Best Practices of Other Safe Routes to Schools Programs

Considerable information exists on other programs throughout California and the United States. The Contractor will summarize public information available on such programs, as well as other programs of which the Contractor has knowledge, with emphasis on program items that are applicable to Marin County. Of particular importance will be measures of effectiveness used in other programs that could be used in Task 2.C below.

Task 2.B Deliverable: Prepare a Technical Memorandum summarizing elements of other programs that may be applicable to Marin County.

Task 2.C Develop Measures of Success

An important part of evaluating the success of the Safe Routes to School program is establishing objectives and performance standards for measuring program success. The current program included performance measures targeted at the reduction of automobile trips, and the resulting improvement in air quality. TAM funding will allow a broader focus in performance measures, which could also include working with other entities in their collection of health related criteria. The Contractor will develop two types of measures:

1. Program level measures that determine success at a programmatic level. These would include measures such as the number of participating schools added each year, number of students per school, the number of volunteers participating in the program, the continuation rate for existing schools and the response time for inquiries.
2. Individual School level programs that focus on mode shift and mode maintenance goals for non-auto modes. These goals may vary by school due to individual circumstances such as catchment area, terrain and availability of bike/pedestrian/bus facilities.

The study team will prepare monthly progress reports that will describe progress on program level measures identified above and developed in Task 2.B, and annual reporting on school level measures.

Task 2.C Deliverable: A comprehensive set of evaluation measures for both monthly and annual reporting (see Task 3.C). Annual reporting data is to be coordinated with publication of TAM's annual report.

Task 2.D Develop Plan for Maintaining Activities at Participating Schools

One of the challenges of any Safe Routes to Schools program is ensuring that the program becomes an ongoing part of school life, rather than a one-time set of events at the school. In this task, the Contractor will develop a plan for maintaining participation of schools that have already completed their initial year(s), and will identify strategies and materials appropriate for an on-going, multi-year program.

Task 2.D Deliverable: Strategies and materials necessary to maintain participation of schools that have already been involved in the program for at least one year, including training of Team Leaders, expanded events and contests and improving the School Pool program. New forms will be created to assist schools in developing their own Safe Routes to Schools program plans.

Task 2.E Refine Existing Strategic Education Program and Materials

The Contractor will review the current educational program and materials used by the Marin County administered Safe Routes to Schools program and develop a set of refined materials for TAM. The refined materials will incorporate the established image developed for TAM and will be able to be reproduced for general use. The materials will include the following:

- Generalized public outreach materials that can encourage new schools to become involved in the program.
- Materials to assist schools with an interest in Safe Routes to Schools, describing their role and responsibilities in the program and assisting them in organizing the infrastructure necessary to support an ongoing program. These materials will also include any forms necessary to release liability from the program and to ensure that all participants understand their obligations and program requirements.
- Educational materials that can be used in the classroom and in training of volunteers, teachers, and other school participants.
- Mapping procedures and facilities to allow Safe Routes to Schools committees in collaboration with the applicable jurisdiction (City or County) for each participating school to document their preferred routes and identify and prioritize their infrastructure needs.
- Ongoing feedback and evaluation program and monthly reporting which documents the activities of the program and initiates modifications as necessary based on experience.
- Develop strategies and materials for supporting the school carpool program, which could include the creation and management of a “ride matching” database.
- Work with the Marin County Transit District in their efforts to promote yellow school bus and public transit ridership for students, and to promote youth transit fare discount programs.

Task 2E Deliverable: A comprehensive set of program strategies and materials including a refined ‘Tool Kit’ which includes samples of all forms and outreach materials that will be used for the expanded Safe Routes to Schools program.

Task 3 Implement Countywide Program

The Contractor will become familiar with all previous studies and evaluations of the Safe Routes to School program. Implementation activities are expected to coincide with the termination of the current funding grant by the BAAQMD on June 30, 2005, which currently supports the Safe Routes to Schools program in Marin County, allowing the seamless continuation of the program.

Implementation activities are expected to include, but not be limited to the following:

3. A. Conduct Outreach to eligible schools. An important part of program implementation is outreach to schools that are eligible to participate in the Safe Routes to Schools programs. The strategies and materials developed in Task 2.D and E will be used to encourage schools to participate in the Safe Routes to School program.

3. B Implementation of Safe Routes Activities. The Contracting team will be responsible for providing all resources necessary for an expanded Safe Routes to Schools program, serving all public and private schools in the County with an interest in the program and ability to support Safe Routes activities. The task will continue Safe Routes activities in schools that already have programs underway, and will provide new programs in schools that are interested in participation. The proposal must identify a specific program of activities, including the type of activities and the number and frequency of the activities proposed at each school.

3. C Ongoing evaluation and reporting. The Contractor will prepare monthly reports for TAM and other stakeholders describing how programs were implemented and progress in achieving the program's goals. The Contractor will also make recommendations for changes to program priorities and implementation based on experience.

Task 3 Deliverable: Implementation of the program. Monthly reports and an annual evaluation report (see task 2.C) documenting progress toward the established Safe Routes to Schools goals.

Task 4.A Engineering Expertise (conceptual design)

The Contracting team must include a licensed Civil or Traffic Engineer who is experienced in traffic engineering practices and can regularly meet with all stakeholders, including Public Works Directors/City Engineers, to identify appropriate traffic improvements and other measures that will encourage safe bicycle, pedestrian and transit modes of travel to school. The engineer may also work with the applicable Public Works staff in developing a conceptual design of appropriate projects, cost estimating, preparing grant applications for construction of potential improvement projects and coordination with other Expenditure Plan Strategies.

The Contractor must be trained in conducting walkability and bikeability audits. In addition, the Contractor must be knowledgeable of California's Supplement to the Manual of Uniform Traffic Control Devices (MUTCD), California Code of Regulations Title 24, and the Americans with Disabilities Act.

TAM is developing a toolkit for Transit-Oriented Development and Pedestrian Oriented Design (TOD/PeD). The engineer will provide school access related technical comments on draft versions of the toolkit.

Task 4.B Develop Safe Routes to School Plans

The Contractor will support removal of barriers to walking and biking to school efforts, the Safe Pathways to School program and the School Crossing Guards program, by preparing Safe Routes to School Plans. A standard template and requirements will be developed for the plans. The plans will identify capital improvement projects for enhancing safety and reducing local congestion. Each plan will include recommendations for engineering, enforcement, education and encouragement. Initially, the plans will be developed for schools currently in the program, with additional plans prepared as schools are added to the program. The plans will include input from, and be supported by parents, school officials, and the local jurisdiction.

Task 4.C Develop Grant Applications

The Contractor will prepare up to two capital grant applications each year and may be required to assist with other documentation that would provide additional funds for the Safe Routes to School program, or for capital projects developed under state or federal programs.

Task 4 Deliverable: Ongoing conceptual engineering support of the Safe Routes to Schools program, including support for school based groups, coordination with Public Works staff responsible for project implementation, development of both short-term/early action and longer-range/capital projects, preparation of Safe Routes to Schools Plans, and technical data for grant applications. Technical memos commenting on school access related issues for drafts of the TOD/PeD toolkit.

Task 4.B Deliverable: Template and prototype for Safe Routes to Schools Plan. Development of Safe Routes to Schools Plans for participating schools.

Task 5 Measure A Safe Pathways to School Program

The Contractor will support the Safe Pathways to School Program by:

- Assisting in identifying projects already developed for Safe Pathways to School funding. Review past three years' of identified projects.
- Preparing Safe Routes to Schools plans (task 4.B).
- Assisting in developing Safe Pathways project selection criteria for TAM. Researching best practices, including those used in the California statewide capital program, as well as those used in other developing capital programs.
- Coordinating with and supporting TAM's Technical Advisory Committee (TAC) in reviewing Safe Pathways projects.
- Preparing grant applications for the Safe Pathways projects (task 4.C).

Task 5 Deliverable: Ongoing support to TAM for the Safe Pathways to School Program.

Task 6 Project Management and Oversight

The Contractor will be expected to provide appropriate and experienced program management staff to work with TAM and other agencies in the County in managing this countywide program. The Contractor will provide expertise in appropriate budgeting, evaluation measures and accountability for all programs. The team will also ensure that program goals are consistent with good engineering practices and County standards.

Task 6 Deliverable: Ongoing and as needed support related to project management, oversight and development.

EXHIBIT B
FEES AND PAYMENT SCHEDULE

Marin County Safe Routes to School Program
Personnel Fee Schedule

Contractor will be compensated per the billing rates with the total not to exceed \$900,000 over the contract performance period from July 1, 2005 to June 30, 2007.

DIRECT LABOR COST

Firm/Classification	Range of Rates
Parisi Associates:	
Principal	\$140.00 - \$150.00
Senior Associate	\$110.00 - \$125.00
Associate	\$90.00 - \$110.00
Technician	\$60.00 - \$75.00
Nelson\Nygaard:	
Partner	\$135.00 - \$145.00
Associate	\$75.00 - \$90.00
Alta Planning + Design:	
Principal	\$150.00 - \$157.50
Associate	\$94.50 - \$99.00
MCBC:	
SR2S Oversight	\$43.42 - \$45.60
SR2S Director	\$37.27 - \$39.10
Instructor	\$35.82 - \$37.60
Education Coordinator	\$35.64 - \$37.40
Support	\$26.06 - \$26.30
Teacher	\$24.86 - \$26.10

ADDITIONAL DIRECT COSTS

Additional Direct Costs, including compensation to subconsultants, which are directly identifiable to the performance of the services of this Agreement shall be reimbursed either at a unit rate or at actual costs invoiced to CONTRACTOR, whichever is specified below. A markup of five percent (5%) to cover handling shall be applied to the total Additional Direct Costs. **Costs not identified herein will not be reimbursed but will be considered to be included in Direct Labor Costs or Fee.**

Additional Direct Costs will be reimbursed as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
1. Subconsultant	At invoice cost to Contractor
2. Printing, Reproduction, Delivery	At invoice cost to Contractor
3. Travel	At allowable IRS reimbursement rate (non-automobile travel to be pre-approved by the TAM Project Manager)
4. Outside Design Services	At invoice cost to Contractor
5. SR2S Event Prizes	At invoice cost to Contractor
6. Materials and Supplies	At invoice cost to Contractor

Any subcontract entered into shall not:

1. Contain a fee applied to the Direct Labor Costs in excess of 10%.
2. Contain a total markup (total multiplier plus fee) applied to the direct salary cost in excess of 3.0.
3. Apply a markup to cover handling of additional direct costs.

EXHIBIT C

CONSENT TO RELEASE OF CRIMINAL HISTORY INFORMATION, HOLD HARMLESS, WAIVER OF RIGHTS & RELEASE OF LIABILITY TO BECOME A TRAINER/INSTRUCTOR IN THE TRANSPORTATION AUTHORITY OF MARIN's SAFE ROUTES TO SCHOOL PROGRAM

The signature below evidences that the person who has executed this consent to the release of criminal history information from the Marin County Sheriff's Department acknowledges having read and understood this waiver of rights and release of liability provided herein to the Transportation Authority of Marin (TAM), its officers, employees, agents and independent contractors and all other persons facilitating the Safe Routes to School Program. The signatory further agree(s) to hold the Transportation Authority of Marin, its officers, employees, agents, independent contractors and all other persons facilitating the Safe Routes to School Program harmless from any and all damages relative to such disclosures to the Transportation Authority of Marin, and releases the Transportation Authority of Marin, its officers, agents and employees from any liability whatsoever that may be a consequence of making this request for a release of criminal history.

The Marin County Sheriff's Investigation will include a local criminal offender records investigation and background check. It may also include a California State Department of Justice records investigation and background check. By executing this release, the applicant understands and knowingly, intelligently, and voluntarily consents to being fingerprinted with all investigation results being supplied to the Transportation Authority of Marin, its officers, employees, agents, independent contractor, and all other persons for their use in administering and granting approval to the roster of trainers/instructors required for the Safe Routes to School Program.

Failure to execute this consent/agreement will give the Transportation Authority of Marin the ability to deny the trainer/instructor applicant the privilege of being used in the Safe Routes to School Program. This is a contractual right set forth as a material condition of the Transportation Authority of Marin's consultant agreement with the firm administering the Safe Routes to School Program.

PRINTED NAME

SIGNATURE

OTHER NAMES YOU HAVE USED

Executed this _____ day of _____, 2005 in San Rafael, California.

(For Official Use Below)

Received this _____ day of _____, 2005 by _____ and subject to being maintained pursuant to the Marin County Retention Schedule.